
EXHIBIT 3

Privileged and Confidential

Dear Mr. Anderson:

This letter is the reply to your revised Term Sheet in March, 2017. As Mr. Zapf, our legal counsel, had already stated to Mr. Guggenheim, your counsel, on January, 19, 2017, Omron provided its termination notice to IceMOS on March 6, 2015 in accordance with Section 6.2 of the Supply Agreement. Thus, Omron's obligation is limited to transactions relevant to "one (1) year period of transfer to other wafer fabrication facilities." Based on this view, Omron entirely rejects "IceMOS Board of Directors Proposed Terms" as stipulated in the above Term Sheet.

Leading up to the termination date, Omron we will continue do the following items as part of its transfer plan to facilitate your transfer to other wafer fabrication facilities and close remaining transactions as of March 6, 2018:

TRANSFER PLAN

GEN1 products:

- Omron will maintain inventory of 333 wafers (ICE60N150:192 wafers, ICE47N60: 141 wafers) which will satisfy IceMOS' demand through March 2018 based on purchase orders provided by IceMOS and IceMOS' future estimation at the meeting on January 24, 2017.
- In addition, Omron will offer fifty (50) percent discount of those inventory. With maintaining its inventory at discounted prices, Omron will cease manufacturing GEN 1 products in July, 2017.
- Omron will provide "data package" related to manufacturing process of GEN 1 products whose scope will be separately determined by engineers of IceMOS and Omron.

GEN2 support:

- Omron will attempt to complete test production of GEN 2 products by the end of June, 2017 and deliver sample products with the study report for your future product development.
- Omron will provide "data package" related to manufacturing process GEN 2 products whose scope will be separately determined by engineers of IceMOS and Omron.

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DRIE Etcher:

- After completion of GEN1 products and GEN2 support, Omron will return it to IceMOS or other facilities based on IceMOS' instruction.
- Please provide necessary instruction by the end of July, 2017.

Please let us know if you would like to discuss the transfer plan further. Otherwise we will proceed as outlined.

Lastly, there are few issues remaining outside of Omron's transfer plan. With regard to the Cavity Process discussions, Omron is willing to engage in good faith discussions on this business opportunity. However, those discussions are separate and unrelated to the termination of this agreement. Please let us know when you would like to discuss and we can set up a meeting. However, the meeting will not discuss the termination of the Supply Agreement or any issues related to it.

Additionally, the following invoices are still outstanding: MD161012IO16052401 (two lots) and MD161021IO16060301 (one lot). While the full amount is owed, Omron is willing to accept the return of GEN 1 products: ICE47N60 (three lots) valued at US\$35,250 if IceMOS first pays these outstanding invoices in full. While Omron is not obligated to accept the return, it is willing to do so to conclude this matter.

If you have any questions regarding these matters, please feel free to reach out to us to discuss. Please note that Omron reserves all of its rights and remedies in connection with the Supply Agreement.

Sincerely yours,

Yoshio Sekiguchi, OMRON